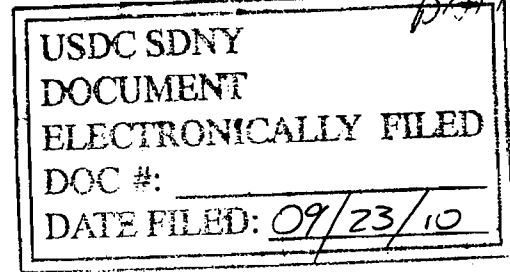


UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



-----X  
CARMAN WILLIAMS

Plaintiff,

-against-

RAYMOND KELLY, in his capacity as  
Commissioner of NYPD, FRANCIS BRENNAN,  
Shield # 02921, Detective CARL ROADARMEL,  
Shield # 06632, in their official and individual  
capacities, and the New York City Police  
Department, LT. KEITH SPADARO, in his official  
and individual capacity,

Defendants.  
-----X

**STIPULATION OF  
SETTLEMENT AND ORDER OF  
DISMISSAL**

09 Civ. 9926 (DAB)(MHD)

**WHEREAS**, plaintiff Carman Williams commenced this action by filing a complaint on or about December 3, 2009, alleging that the defendants violated plaintiff's federal civil and state common law rights; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiff's allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation without further proceedings and without admitting any fault or liability;

**WHEREAS**, jurisdiction over this case shall remain with United States Magistrate Judge Michael H. Dolinger of the Southern District of New York pending payment of the agreed-upon settlement amount;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff CARMAN WILLIAMS the sum of THREE THOUSAND (\$3,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against the defendants and to release the defendants, Raymond Kelly, Detective Francis Brennan, Detective Carl Roadarmel, Inspector Keith Spadaro, the New York City Police Department, and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiff shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the

United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiff agrees to hold harmless defendants Raymond Kelly, Detective Francis Brennan, Detective Carl Roadarmel, Inspector Keith Spadaro, and the New York City Police Department regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multiparty settlement check, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
September 23, 2010

Carman Williams  
*Plaintiff Pro Se*  
344 East 28<sup>th</sup> Street  
Apt. #8G  
New York, NY 10016

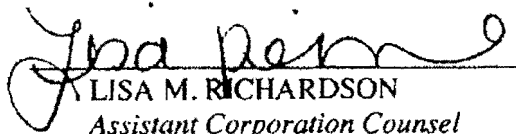
By:



CARMAN WILLIAMS


MICHAEL A. CARDOZO  
Corporation Counsel of the  
City of New York  
*Attorney for Defendants Raymond Kelly, the  
New York City Police Department,  
Inspector Spadaro, Detective Brennan and  
Detective Roadarmel*  
100 Church Street, Rm. 3-156  
New York, New York 10007  
(212) 442-0832

By:



LISA M. RICHARDSON  
*Assistant Corporation Counsel*

SO ORDERED:



HON. DEBORAH A. BATTS  
UNITED STATES DISTRICT JUDGE

Dated: New York, New York  
September 23, 2010